

AG Contract No. KR01 1150TRN
ADOT ECS File: JPA 01-82
Project: G1050 97C
Section: Dealer Dr /Roosevelt St.
Roadway Improvement ESP Grant

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into 15 December, 2001,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into
this agreement and has by resolution, a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has delegated to the undersigned the authority to
execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 41-1513 and 28-7281 et
seq to enter into this agreement and has by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. The City has requested Economic Strength Project (ESP) funds in the amount of
\$149,730.00; the Arizona Department of Commerce and the Economic Development Commission
have recommended the approval of such funds for the City, and the Transportation Board has
approved the funding, for the construction of improvements to Dealer Drive and Roosevelt Street,
to provide improved access to a local business enterprise, and aid in the retention and
development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as
follows:

=====

NO 25052
Filed with the Secretary of State
Date Filed: 12/10/01
Rutney Gayles
Secretary of State

By Nicky V. Gruenewald

II. SCOPE

1. The City will:

a. (i) Ensure the additional commitment of 87.80% of the total estimated Project cost, or \$1,077,536.00, whichever is more, from the City or other sources (not including ESP funds) to the Project, (ii) accomplish construction of the Project by public bidding, in strict compliance with State procurement laws, rules and regulations and (iii) upon completion, approve and accept the Project on behalf of the City and provide maintenance.

b. No more often than monthly, invoice the State for ESP funds (Arizona Department of Commerce, ATTN: ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in a total amount not to exceed \$149,730.00.

c. Provide the State (i) a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than six (6) months after the effective date of this agreement and (ii) detailed written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended.

d. Reimburse the State any funds received from the State under this agreement which are not specifically and directly expended in compliance with the ESP grant application dated 9 March 2001, a copy of which is attached hereto and made a part hereof, and are subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report detailing the direct and indirect impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval by the State of the ESP contract(s) and subsequent monthly progress payment invoices, reimburse the City for work completed on the Project funds in an amount not to exceed \$149,730.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys fees.

3. The total amount of ESP funds expended under this agreement shall not exceed 12.20% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, the City shall reimburse the State for any ESP funds received in excess of 12.20% of the costs actually incurred by the City for the Project. If for any other reason any portion of the advanced ESP funds are not expended by the City for costs associated with the Project, such funds shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the ESP grant cancelled by the State if the City, in the opinion of and by action of the Transportation Board, fails to diligently pursue completion of the Project in substantial conformance with the City's ESP grant application dated 9 March 2001, or fails in the performance of any material term of this agreement.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year records retention by the City and audit by the State are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

ARTICLE 1 9. Except as otherwise required by law, any notice required or permitted under this Agreement must be in writing and must be given: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; (iii) by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt; or (iv) by facsimile machine or telecopier. Notice sent in any of the manners set forth above must be addressed or sent to the State or the City at the addresses below:

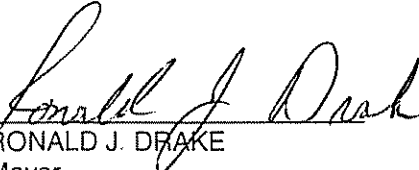
If to State: Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007

If to City: City of Avondale
Attn: City Clerk
525 N. Central Ave
Avondale, Arizona 85323

1. Any party may change its address or telecopy number for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date which is two (2) days after deposit in the United States mail, if given by certified mail; (III) on the day after deposit with an express delivery service, if given by overnight, "same day", or "next-day" delivery service; or (IV) on the date of transmittal, if given by facsimile machine or telecopy. No notice will be deemed effective unless sent in one of the manners described above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

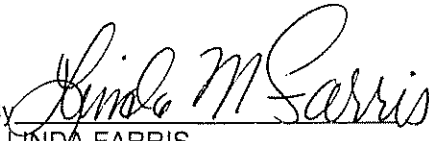
CITY OF AVONDALE

By 
RONALD J. DRAKE
Mayor

STATE OF ARIZONA
Department of Transportation

By 
MARY LYNN FISCHER, Director
Transportation Planning

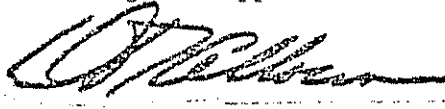
ATTEST:

By 
LINDA FARRIS
City Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of June 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Avondale for the purpose of constructing improvements to Dealer Drive (ESP grant).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 2261-01

A RESOLUTION OF THE CITY OF AVONDALE, ARIZONA AUTHORIZING STAFF TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO IMPLEMENT THE ECONOMIC STRENGTH PROJECT GRANT AWARD FOR THE AUTO MALL PROJECT.

WHEREAS, the Arizona Department of Transportation and the Arizona Department of Commerce made available \$500,000 in grant funding to Arizona communities through the Economic Strength Program; and

WHEREAS, the City of Avondale submitted an application that was reviewed by the Arizona Department of Commerce and the Arizona State Transportation Board and was selected for funding in the amount of \$149,730, and

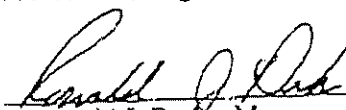
WHEREAS, the purpose of this grant award is to assist funding associated construction costs for 99th Avenue, Dealer Drive, and Roosevelt Avenue adjacent to the auto mall;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

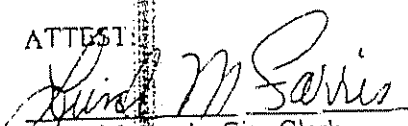
SECTION 1. That City of Avondale accepts the \$149,730 Economic Strength Project grant award from the Arizona Department of Commerce and the Arizona Department of Transportation.

SECTION 2. That the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with submitting such projects for grant funding.

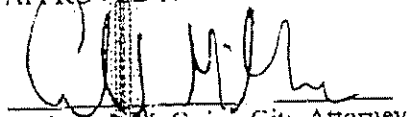
PASSED AND ADOPTED by the Council of the City of Avondale, August 20, 2001.


Ronald J. Drake, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED AS TO FORM:


Andrew J. McGuire, City Attorney

**Economic Strength Projects
Request for Proposal
FY 2001 – Round 2 Application**

1. *Name, address, and county of applicant*
City of Avondale, 525 North Central Avenue, Avondale, AZ 85323, Maricopa County
2. *Type of applicant*
Local Government only
3. *Describe the function or purpose of applicant organization.* City of Avondale is an incorporated municipality that provides basic services for the residents living within its boundaries, including the building and maintaining of physical infrastructure: roads, water distribution, and sewer collection.
4. *Name, address, and phone number of contact person.* Michael Powell, City Hall, City of Avondale, 525 North Central Avenue, Avondale, AZ 85323 623-932-2400, x214
5. *Describe the private sector project or activity for which the related ESP funding is requested.* The development, design, engineering, and construction of the Avondale Auto Mall to place seven dealerships along an 80 acre parcel of land bordered by 99th Avenue to the east, I-10 to the north, Roosevelt to the south, and what is approximately 103rd Avenue to the west and consists of approximately 80 acres of the property. This development also includes a retail center that extends from 103rd Avenue to 107th Avenue and is stated in the attached development agreement, but is not included for the purposes of this application. Also attached are copies of the agreements between the City and Avondale Dodge and Gateway Chevrolet, two committed tenants to this project.
6. *Describe the Economic Strength Project for which funding is requested.* This application seeks funds to assist in the construction of fully improved, landscaped, lighted, and signalized public streets to enhance traffic flow into and out of the Avondale Auto Mall. The eligible roadwork consists of improvements for 99th Avenue to Roosevelt Street along the border of the Auto Mall and the installation two signals (Dealer Drive and 99th Avenue and Roosevelt and 99th Avenue), and the removal of an irrigation ditch along the roadway.
7. *Describe how the private sector project fits into the community's overall economic development efforts.* The City's overall development priority is to bring retail development into the City of Avondale to generate retail sales tax. An auto mall is one part of that mix. In this particular instance the City of Avondale is competing with the City of Goodyear's auto mall location located east of Litchfield Road along I-10. The Avondale Auto Mall is being developed by the

second largest auto mall developer in the country to bring in new auto dealerships and retain the two major dealerships located within the City's limits.

8. *Describe how the private sector project fits into the community's overall economic development efforts.* This project not only brings into the City a major sales tax generator, the development agreement requires the design and construction of major infrastructure that connects this region of the city with the city's current infrastructure. The ESP defined project expands 99th Avenue to Roosevelt Street to accommodate the auto mall. (Other road improvements associated with the proposed retail project will also be constructed, but is not considered part of this application.) The project also constructs the Van Buren sewer line from 119th Avenue to 107th Avenue. Installation of this essential public infrastructure enables the properties along this area to be eventually developed, whereas without the infrastructure the land would not be developed.
9. *How will the ongoing maintenance and repair be provided for the ESP project after construction/improvement?* The City of Avondale will maintain and operate the roadway and signals associated with this ESP project as part of its overall operation and maintenance of all public streets and rights-of-way within its boundaries.
10. *Description of the ESP project.* This is an existing roadway.
11. *Where is the private sector project located that is supported by this ESP project?* This project is located within the city limits of the City of Avondale along the southern frontage of I-10, bordered by 99th Avenue to the east, approximately 103rd Avenue to the west and Roosevelt Street to the south.
12. *Where is the ESP project located?*

In the community: The intersection of 99th Avenue and Roosevelt, extending from I-10 to the north and extending west to approximately 103rd Avenue, which is the border of the proposed auto mall. The retail project extends from 103 Avenue to 107th Avenue.

In relation to the related private sector project: The southeast section bordering the project.

In what legislative district: District 22
13. *What is the length of the ESP project?* 6,904 linear feet.
14. *What is the width of the ESP project?* 60 feet

15. Job Creation

a. Construction Phase

Does your job create any public or private construction jobs? Yes.

Number of construction jobs directly created by the private sector. 240

Number of days jobs would last. Up to two years.

Average hourly wage. \$12.00/hour

Number of construction jobs directly created by the ESP project? 30

Number of days the construction jobs would last? Up to 150 days

Average hourly wage? \$15.00/hour

b. Operation Phase

Number of full-time permanent direct jobs created (year 1) 450

Average hourly wages: \$16.00/hour

Number of part-time permanent direct jobs created (year 1) Unknown

Average number of hours per week: N/A

Average hourly wages: N/A

16. Job Retention

a. *Number of permanent full-time direct jobs retained: 350*

Average hourly wages: \$16.00/hour

b. *Number of permanent part-time direct jobs retained: Unknown*

Average number of hours per week: N/A

Average hourly wages: N/A

c. *How would the lack of the ESP project cause, or contribute to, the loss of these directly effected jobs? The auto dealers, Avondale Dodge and Gateway Chevrolet would move their business to the Goodyear Auto Mall located on Litchfield Road and I-10, thereby creating a net job loss within the City of Avondale, with a corresponding net gain for the City of Goodyear. City currently has and has signed agreements with Avondale Dodge and Gateway Chevrolet to keep these dealerships in Avondale, saving the City over \$500,000 annually in current collected sales taxes.*

17. Seasonal jobs: N/A

18. Capital investment

a. *What kind of new, additional capital investment will be made by the private sector business assisted by this ESP project? A total of nearly 450,000 square feet of retail space will be constructed to accommodate the seven dealerships planned for the auto mall complex. Capital equipment will be purchased for the buildings.*

b. *What is the purpose and value of the new, additional capital investment that will be made by the private sector business assisted by this ESP project? \$76,157,750.*

\$58,240,000 for new construction

\$7,300,000 for new equipment purchases

\$10,617,750 for site acquisition

19. Cost/benefit calculation.

What is the likelihood that benefit resulting from the project will exceed the costs of the project? Show detail of cost/benefit analysis to determine the net benefit of this project. The likelihood of this project having a negative economic benefit is nearly zero to the City of Avondale and the State of Arizona. The estimated taxable direct sales to be generated by this project over 10 years are \$2.9 billion dollars assuming seven dealerships are signed to agreements over the next 24 months. Other benefits not calculated include the approximately 70-acre retail complex adjacent and west of the auto mall. The benefit from installing the sewer line to serve this section of Avondale is not calculable due to not knowing what projects will eventually be located along the line. The current signed tenants generate approximately \$500,000 annually in city retail sales tax currently. They are moving to the auto mall anticipating an expanded business and increasing their revenues. (Avondale Dodge has committed to two dealer sites at the auto mall, doubling its capacity.) It is estimated that the net impact on the City of Avondale over this 10-year period by the auto mall itself will be over \$35,000,000. The City will rebate 50% of the collected City sales taxes up to \$12 million dollars to the developer.

20. *What communities will benefit from this project?* The City of Avondale and its associated neighborhoods. Increased sales tax revenue and improved properties lead to increased revenues for the City to fund needed infrastructure, public safety, and quality of life improvements.

21. *List the names of local economic development organizations, and a contact person for each, which are involved in this private sector project.* There are no local organizations involved with this project outside of the City. The City has its own Economic Development Department. With the recent resignation of the Economic Development Director, the City Manager has overall responsibility for the department.

22. *What is the total cost of the entire project?* \$58,340,000

23. *What is the total cost of the ESP portion of the project?* \$1,207,266.35

24. Attachment A (fax transmittal from Achen-Gardner Engineering)

25. Attachment B

26. *Of the total ESP project listed in #23 above, how much financial assistance are you requesting from the Economic Strength Projects Fund?* \$200,000 *Can an award of less than the amount requested be accepted without materially altering the scope of the project?* Yes

27. List the sources and amounts of matching funds (both public and private) that will be part of the total direct ESP project cost.

Public funds match

City of Avondale

No direct matching costs

(The City is rebating the developer up to \$12,000,000 in sales taxes over a 15-year period. The grant request will be used to credit on a 1:1 basis the rebated sales tax obligation.)

Department of Commerce and

\$200,000

Department of Transportation

ESP grant FY 2001 Round 2

In-kind match

City of Avondale

\$20,000

The City has an internal project manager, code enforcement officer, and other associated personnel overseeing this project to ensure City interests are followed. The total value of this staff time is conservatively estimated over the life of the project to be \$20,000.

Private sector funds:

The Automotive Investment Group and AZVT, LLC \$1,007,266.35

28. Local utility or other infrastructure expenditures.

Improvement

Cost

Sewer line, (115th Ave. to 107th Ave)

\$252,870

Water infrastructure (ESP project area)

\$1,748,437.70

29. *How will the infrastructure improvements listed in #28 be funded?* By The Automotive Investment Group and AZVT, LLC

30. How soon after receiving approval of your ESP proposal could you begin construction on:

The private sector project: Once infrastructure improvements are complete within the next three-four months.

ESP Project: Immediately

31. How long will the private sector project take to complete from start to finish? 18 months to 24 months.

The ESP project: 6 months.

32. List below the major milestone activities to be completed in the project and the time schedules for each. Include the construction dates and purchase dates of the capital investments of the private sector.

See attachment C for ESP infrastructure milestones.

33. Is there any opposition to either the private sector project or the ESP project? No.

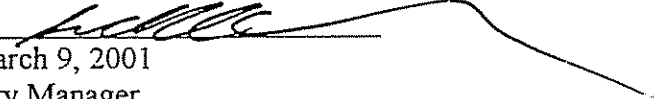
34. Is the project located in? The Western Maricopa Enterprise Zone.

35. Has this entity ever received any previous ESP grant funds? Yes. Date received
ESP FY 1999-2000 Round One. Amount received: \$200,000 Update report
submitted February 2001.

36. Certification

I certify that this project is compatible with other transportation facilities and
conforms to all applicable construction and engineering standards.

Name: Scott Schrader

Signature: 

Date: March 9, 2001

Title: City Manager

37. Name and contact information of person able to answer specific questions about
the information contained in this application.

Name: Michael Powell

Telephone Number: 623-932-2400, x214

Fax number: 623-932-2205

Email: Michael_powell@avondale.org

February 12, 2001

Ms. Sandy Brown
Arizona Department of Commerce
3800 N. Central Avenue – Suite 1500
Phoenix, Az. 85012

RE: AG Contract No. KR00 0013TRN
ADOT ECS File JPA 00-02
Project: G1050 85C
Section: Dysart Road ESP Improvements

Subject: Quarterly Progress Status Report

Dear Ms. Brown:

As you requested in your letter dated November 1,2000 we are providing you with a quarterly progress status report.

1. Project Description and Location:

Van Buren Street and Dysart Road improvements. Widen and improve roadway on Dysart Road from Interstate 10 to Van Buren Street, Van Buren from La Jolla Boulevard to Agua Fria River Bridge, La Jolla from La Canada Boulevard to Van Buren, La Canada from La Jolla to Central Avenue.

2. Purpose of the Project and the Name of the Construction Firm:

Improve roadway and extend water/sewer supply south of I-10 to attract economic development projects. Achen Gardner is the construction firm.

3. Present Number of Construction Jobs and Permanent Jobs Created and/or Retained by the Project:

The number of construction jobs created is 350. The number of permanent jobs created and/or retained is 605 with the opening of Home Depot on January 7,2001.

4. List of Communities Impacted by the Project:

Avondale and Goodyear will benefit from this project.

5. Present Costs of the Project:

Current cost of this project is \$3,238,120.

6. Sources and Amounts of Total Capital Investment for the Project:

From the sale of parcels of land to private entities at a minimum of \$4.00 per square foot for an estimated total land purchase of \$8,485,488.

7. Any Other Benefits Derived from the Project:

Extended water and sewage supply to Coldwater Plaza. Improved water drainage along roadway.

8. Starting Date and Completion Date of the Project:

Project began on June 1,2000. Completion will take place on February 22,2001.

The next quarterly project status report is due April 13,2001. If you have any further questions please call at (623) 932-1909 ext. 501.

Sincerely,

Jim Mitchell, P.E.
Engineer

cc: Mike Powell	Grant Manager
Dave Fitzhugh	City Engineer
Felipe Zubia	Development Services Director
Lorie Black	Economic Development Manager

ATTACHMENT A -
HIGHLIGHTED AREAS ESP COSTS BREAKDOWN

9-2 JO CONTRACT EXHIBIT "A" (RE. 11-13-00 / CO#1)

Job Description: AVONDALE AUTOMALL

Proposal Date: 11/13/2000
Time:

From: ACHEN-GARDNER ENGINEERING L.L.C

BID ITEM UNIT PRICE SCHEDULE

CO #1

Bid Item Number	Bid Item Description	Quantity	UM	Unit Price	Total Price
1	CURB STOP 390 A	1 0000	EA	545 00	545 00
7	8" GATE VALVE	9 0000	EA	793 50	7 141 50
3	8" C900 PVC WATER	5 076 0000	LF	17 20	87 307 20
1	HYDRANT	18 0000	EA	2 880 80	51 850 80
WATER				Subtotal Running Total	148 844 50 148 844 50
5	REMOVE IRRIGATION DITCH	3 490 0000	LF	2 85	9 946 50
5	SAW & REMOVE ASPHALT	21 0000	SY	17 90	375 90
7	ROADWAY EARTHWORK	1 0000	LS	29 600 00	29 600 00
3	SURVEY	1 0000	LS	21 750 00	21 750 00
9	SURVEY MONUMENTS 120-9	12 0000	EA	110 00	1 320 00
10	3" AC DN 8" ABC	19 700 0000	SY	11 70	230 490 00
EARTHWORK & PVMT				Subtotal Running Total	293 482 40 440 326 90
11	MAG 220-A CURB & GUTTER	9 975 0000	LF	5 90	58 862 50
12	MAG 222-A VERT CURB	283 0000	LF	19 00	5 377 00
13	MAG 240 VALLEY GUTTER (BFT)	416 0000	SF	5 50	2 288 00
CONCRETE				Subtotal Running Total	66 517 50 506 844 40
14	8" DEEP CROUTED RIPRAP	556 0000	SF	6 10	3 391 60
15	DRY WELL	2 0000	EA	8 275 00	16 550 00
16	12" RGRCP (CL IV) STORM DRAIN	48 0000	LF	43 05	2 066 40
17	CUP P1569-1 M1 L=6 CATCH BASIN	1 0000	EA	2 550 00	2 550 00
18	MAG 501-1 12" HOWL U-TYP T-RACK HANDRAIL	1 0000	EA	1 205 00	1 205 00
STORM DRAIN / BASE BID				Subtotal Running Total	26 003 00 532 847 40
19A	QUALITY CONTROL ALLOWANCE	1 0000	LS	7 177 50	7 177 50
20A	LANDSCAPE ALLOWANCE	1 0000	LS	188 839 70	188 839 70
ALLOWANCES				Subtotal Running Total	196 016 70 728 864 10
GRAND TOTAL					728 864 10

9-27-00

AGE: _____
AZVT, LLC: _____

Job Description: AUTOMALL OFFSITES CO #2

Proposal Date: 11/14/2000
Time

From: ACHEN GARDNER ENGINEERING, L.L.C

60 #2

Bid Item Number	Bid Item Description	Quantity	UM	Unit Price	Total Price
	12" RGRCP SD CL 3	118 0000	LF	48 00	5 664 00
	15" RGRCP SD CL 3	41 0000	LF	48 50	1 988 50
	15" RGRCP SD CL 5	106 0000	LF	59 60	6 317 60
	COP P1569-1 M1 CATCH BASIN	1 0000	EA	2 220 00	2 220 00
	COP P1569-1 M1 L=3 CATCH BASIN	9 0000	EA	2 460 00	22 140 00
	MAG 206-1 5" SCUPPER	1 0000	EA	1 665 00	1 665 00
	8" DEEP GROUTED RIP RAP	435 0000	SF	5 10	2 223 50
	DRY WELL	3 0000	EA	7 950 00	23 850 00
	MAG 501-1 12" HOWL U-TYP T-RACK HANDRAIL	6 0000	EA	1 155 00	6 930 00
	MAG 501-1 15" HOWL U-TYP T-RACK HANDRAIL	2 0000	EA	1 345 00	2 720 00
STORM DRAIN				Subtotal Running Total	76 218 60 76 218 60
1	TRAFFIC CONTROL (SEWER)	1 0000	LS	10 750 00	10 750 00
2	15" PVC SDR 35 SEWER W ABC & NATIVE BKFL	3 924 0000	LF	53 00	207 972 00
3	12" PVC SDR 35 SEWER W NATIVE BKFL	1 820 0000	LF	33 70	61 334 00
4	10" PVC SDR 35 SEWER W NATIVE BKFL	1 910 0000	LF	28 20	53 862 00
5	8" PVC SDR 35 SEWER W NATIVE BKFL	1 18 0000	LF	32 70	3 858 60
6	6" PVC SDR 35 SEWER SERVICE W NATIVE BKFL	631 0000	LF	33 30	21 012 30
7	5' D UNLINED SEWER MANHOLE	16 0000	EA	2 000 00	32 000 00
8	4' D UNLINED SEWER MANHOLE	3 0000	EA	1 480 00	4 440 00
SEWER				Subtotal Running Total	395 226 90 471 447 50
9	REM REP AC MAG 200 B T-TOP	3 778 0000	SY	24 00	90 672 00
10	MICROSEAL MAG 336 2-2	16 900 0000	SY	1 63	27 951 00
11	RESTRIPES	5 294 0000	LF	1 25	6 617 50
TY PVMT & STRIPE REPLACEMENT				Subtotal Running Total	125 240 50 596 688 00
12	TRAFFIC CONTROL (WATER)	1 0000	LS	7 500 00	7 500 00
13	20" DIP WATER W ABC BKFL	3 769 0000	LF	66 50	250 018 50
14	20" BUTTERFLY VALVE W ACCESS MANHOLE	3 0000	EA	9 400 00	28 200 00
15	16" TJ DIP WATER	5 245 0000	LF	52 60	275 887 00
16	16" GATE VALVE	13 0000	EA	3 115 00	40 495 00
17	MAG 390 A BLOWOFF	11 0000	EA	5 35 00	5 885 00
18	FIRE HYDRANT COMPLETE	20 0000	EA	4 505 00	90 100 00
19	12" C 900 PVC WATER W NATIVE BKFL	5 271 0000	LF	28 40	149 696 40
20	12" GATE VALVE	12 0000	EA	1 150 00	13 800 00
21	8" C900 PVC WATER W NATIVE BACKFILL	51 0000	LF	27 30	1 392 30
22	8" GATE VALVE	1 0000	EA	745 00	745 00
23	RELOCATE WATER METER	1 0000	EA	320 00	320 00

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6027041004
CHANGE ORDER #2 / 11-14-00 (2/5)

007
P. 04

Job Description AUTOMALL OFFSITES CO #2

Proposal Date 11/14/2000
Time

From ACHEN-GARDNER ENGINEERING L.L.C

60317 60317

Bid Item Number	Bid Item Description	Quantity	UM	Unit Price	Total Price
34	2" LANDSCAPE SERVICE	1 0000	EA	825 00	825 00
WATER					Subtotal Running Total 976 804 20 1 573 592 20
35	MAG 220-A CURB & GUTTER	6 904 0000	LF	6 40	44 185 60
36	MAG 222-A VERT CURB	90 0000	LF	18 40	1 656 00
37	ADOT C-5 10 CURB & GUTTER	96 0000	LF	16 30	1 622 40
38	MAG 230 SIDEWALK (5' WIDE)	32 525 0000	SF	1 75	56 938 25
39	MAG 234 SIDEWALK RAMP	2 0000	EA	645 00	1 290 00
40	MAG 231 SIDEWALK RAMP	8 0000	EA	705 00	5 640 00
CONCRETE					Subtotal Running Total 111 330 25 1 884 922 45
41	TRAFFIC CONTROL (99TH & ROOSEVELT)	1 0000	LS	47 300 00	47 300 00
42	REMOVE IRRIGATION DITCH	45 0000	LF	3 10	139 50
43	SAW & REMOVE ASPHALT	615 0000	SY	17 50	10 762 50
44	ROADWAY EARTHWORK	1 0000	LS	55 000 00	55 000 00
45	3" AC ON 6" ABC	17 044 0000	SY	11 80	201 119 20
46	4" AC ON 15" ABC	1 608 0000	SY	26 50	42 612 00
47	4" AC ON 17" ABC	7 610 0000	SY	16 50	125 565 00
48	GRAVEL SHOULDER	6 119 0000	SY	2 00	12 238 00
49	COMBO STREET/STOP SIGN	3 0000	EA	450 00	1 350 00
50	FIRE HYDRANT MARKER	19 0000	EA	20 00	380 00
51	ADJ MH F&C	14 0000	EA	260 00	3 640 00
52	ADJ VB&C	42 0000	EA	215 00	9 030 00
53	SURVEY MONUMENTS 120-A	3 0000	EA	95 00	285 00
54	SURVEY MONUMENTS 120-B	8 0000	EA	105 00	840 00
EARTHWORK & PVMT					Subtotal Running Total 310 051 20 2 194 973 65
55	SURVEY (BASE BID W/D ALLOWANCES)	1 0000	LS	41 400 00	41 400 00
SURVEY CHANGE ORDER #2 BASE BID					Subtotal Running Total 41 400 00 2 236 373 65
56	ROOSEVELT & 99TH AVE STREET LIGHTING (ALLOWANCE)	1 0000	LS	57 475 00	57 475 00
57	ROOSEVELT & 99TH AVE SIGNAL WORK (ALLOWANCE)	1 0000	LS	146 410 00	146 410 00
58	QUALITY CONTROL TESTING ALLOWANCE	1 0000	LS	22 000 00	22 000 00
ALLOWANCES					Subtotal Running Total 225 885 00 2 462 258 65
GRAND TOTAL					2 462 258 65

HIGHLIGHT TOTAL: \$1,207,266.35

9.7

12-18-00 CONTRACT EXHIBIT "A"

BID ITEM UNIT PRICE SCHEDULE

Job Description: AZVT / ICC JOINT 12in WL

Proposal Date: 12/18/2000

Time:

From: ACHEN-GARDNER ENGINEERING, L L C

Bid Item Number	Bid Item Description	Quantity	UM	Unit Price	Total Price
	12" C 900 PVC WATER W NATIVE BKFL	1 074 0000	LF	34.50	37,180.40
	12" GATE VALVE	3 0000	EA	1 205.00	3,615.00
	8" C900 PVC WATER W NATIVE BACKFILL	50 0000	LF	29.20	1,460.00
	8" GATE VALVE	1 0000	EA	825.00	825.00
	FIRE HYDRANT COMPLETE	2 0000	EA	3 975.00	7,950.00
	MAG 390 A BLOWOFF	2 0000	EA	565.00	1,130.00
	SURVEY (BASE BID)	1 0000	LS	900.00	900.00
BASE BID				Subtotal Running Total	53,040.40 53,040.40
	QC TESTING ALLOWANCE (BASE BID)	1 0000	LS	550.00	550.00
ALLOWANCES (BASE BID)				Subtotal Running Total	550.00 53,590.40
GRAND TOTAL					53,590.40

Proposal

Job Description: AUTOMALL 18" SEWER 115AVE

Proposal Date: 11/28/2000
Time

From: ACKEN-GARDNER ENGINEERING L.L.C


115 15 Ave

Bid Item Number	Bid Item Description	Quantity	UM	Unit Price	Total Price
	TRAFFIC CONTROL (SEWER)	1.0000	LS	8,525.00	8,525.00
	18" PVC SDR 35 SEWER W ABC & NATIVE BKFL	2,548.0000	LF	70.70	180,143.60
	8" PVC SDR 35 SEWER W NATIVE BKFL	52.0000	LF	47.00	2,444.00
	5' D UNLINED SEWER MANHOLE	8.0000	EA	3,000.00	24,000.00
	REM REP AC MAG 200 @ T-TOP	841.0000	SY	24.70	20,772.70
	MICROSEAL MAG 336 2-2	3,655.0000	SY	2.00	6,110.00
	RESTRIPE	1,375.0000	LF	1.80	2,475.00
	BOLLARDS	15.0000	EA	225.00	3,600.00
	SURVEY	1.0000	LS	2,600.00	2,600.00
BASE BID				Subtotal	250,870.30
				Running Total	250,870.30
3	QC TESTING (ALLOWANCE)	1.0000	LS	2,200.00	2,200.00
ALLOWANCES				Subtotal	2,200.00
				Running Total	252,870.30
GRAND TOTAL					252,870.30

SIGNED

TITLE:

DATE:


Daniel J. Spitzza, P.E., Estimator
11-28-00

ATTACHMENT B **SOURCES AND USES STATEMENT**

I. USES:

A. Private Sector Related

1.	Acquisition of Existing Building with land	\$	<u>0</u>
2.	Site Acquisition (vacant land)	\$	<u>10,617,750</u>
3.	New building construction <i>(site prep included)</i>	\$	<u>58,240,000</u>
4.	Remodeling	\$	<u>0</u>
5.	Machinery and Equipment	\$	<u>7,300,000</u>
6.	Site preparation	\$	<u>0</u>
7.	Other _____	\$	<u>0</u>
	Sub Total	\$	<u>76,157,750</u>

B. Public Sector Related

1.	Total ESP project improvements (Grand Total of Total Activity Costs in Attachment A and Item 23 in the Application)	\$	<u>1,207,266.35</u>
2.	Local public sector improvements (Infrastructure improvements directly related to the project and located on or contiguous to the project site. Do not include ESP related costs here)		
	_____	\$	<u>0</u>
	_____	\$	<u>0</u>
3.	Other _____	\$	<u>0</u>

C. Total Uses \$ 77,365,016.35*

II. SOURCES:

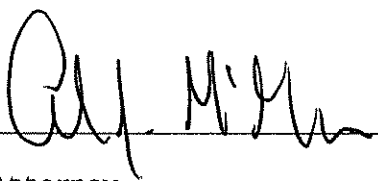
A.	Private sector project investment ((Item 18 b) Total))	\$	<u>76,157,750</u>
B.	Local public sector (direct project related)	\$	<u>0</u>
C.	Economic Strength Projects Fund (State funds) (Item 26)	\$	<u>200,000</u>
D.	ESP match		
	(2) From the public sector ((Items 27 a)(1)(2) &(3))	\$	<u>0</u> <i><\$20,000 in fee</i>
	(1) From the private sector ((Item 27 b))	\$	<u>1,007,266.35</u>
E.	Other _____	\$	<u>0</u>
F.	Total Sources	\$	<u>77,365,016.35*</u>

* Total Uses (I.C.) must equal Total Sources (II.F.)

APPROVAL OF THE AVONDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF AVONDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 31st day of August, 2001.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX. AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-1150TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED November 20, 2001.

JANET NAPOLITANO
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", is written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:et/713939

Enc.